SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT and Release ("the Agreement") is made and entered into as of this 23rd day of April, 2002, by and between Lawrence K. Silva ("Silva") and Bowie State University ("BSU"), the Board of Regents of the University System of Maryland, Dr. Calvin W. Lowe ("Lowe"), in his official capacity as President of Bowie State University and in his individual capacity, Dr. George E. Miller, III and Dr. Henry Raymond (collectively referred to as "BSU Defendants"). Silva and BSU Defendants intend to be legally bound by this Agreement.

WHEREAS, Silva has raised potential claims against the BSU Defendants in relation to his employment at BSU, and the duration of that employment (hereafter referred to as the "Action"); and

WHEREAS, Silva and the BSU Defendants wish to resolve and settle all claims heretofore raise between Silva and the BSU Defendants without further claims or litigation,

WHEREAS, Silva has read and reviewed this Agreement personally and has had an opportunity to review and discuss it with legal counsel of his choosing; Silva enters in to this Agreement freely and voluntarily, without duress, and is fully aware of its meaning and consequences; and Silva intends to be legally bound by this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Silva and the BSU Defendants agree as follows:

1. **Employment:** BSU will employ Silva as an Associate Professor in the Physical Education Department of BSU commencing in the Summer Session of 2002. Silva's salary will be $64,789.00,

which reflects the 2.5% Cost of Living Increase (COLA) of July 2001 and the 4% COLA received on January 1, 2002. s a continuous tenured faculty member, Silva will be entitled to all the benefits of the position which includes tuition remission as set forth in UMS Policies on Tuition Remission, UMS VII-4.20 *et seq.* Silva will be subject to the policies and procedures of BSU and the University System of Maryland (UMS). In Calculating Silva's retirement, he will be credited for the years of previous State service, i.e. 1990-2001. Silva will receive a letter signed by the BSU Defendants welcoming him back upon his commencement of re-employment with the University. A copy of this letter will be forwarded to counsel.

(a) **Expungement of Negative Records:** The University will expunge any and all negative records and in particular the records created from 1997-2001 relating to the case filed in Prince George's County Circuit Court, Case no. CAL 01-15155, from Silva's personnel file.

(b) **Full Professor Eligibility:** Silva will be eligible and will be considered for full professor status in the next cycle of consideration after he returns to work. Once a specific date has been set, Silva will be duly notified. This consideration will be in accordance with the BSU Appointment, Rank, and Tenure Policies and will not be affected by the filing of this lawsuit or Silva's voluntary separation from BSU form January 2001 through June 2002.

2. **Monetary Settlement:** In return for the dismissal of this action, Silva shall receive the sum of Twenty-Nine Thousand, Nine Hundred, Ninety-

Nine Dollars and Ninety-Nine Cents ($29,999.99). Payment of the settlement will be made no later than June 17, 2002.

3. **Release:** Silva hereby releases, acquires, and forever discharges Bowie State University, the Board of Regents of the University System of Maryland, Dr. Calvin W. Lowe, Dr. George E. Miller, III, Dr. Henry Raymond and their current, former, and future officers, employees, agents, servants, principals, heirs, executors, administrators, predecessors, successors, and privies, including but not limited to the BSU Defendants, in their individual and official capacities, and all other persons, firms, corporations, boards, commissions, agencies, and other legal entities of whatever description, whether suable or not (hereinafter collectively and individually referred to as the "Released Parties"), from all demands of whatever nature, actions and causes of action, appeals, obligations, liabilities, promises, agreements, controversies, suits, rights, charges, damages, punitive damages, costs, loss of education and/or employment opportunities, attorneys' fees, costs of litigations, humiliation, embarrassment, mental anguish, injury to reputations, compensation on account of personal injuries, and any other legal, equitable, or administrative relief of any kind, known or suspected, as a result of or relating in any manner to the employment of Silva at BSU, or as a result of or relating in any manner to any acts or omissions by the Released Parties since January 1, 1997 up until the execution of this agreement (hereafter referred to as "Released Claims"). These Released Claims include, but are not limited to, any and all claims filed by Silva pur-

suant to the Maryland Tort Claims Act, MD Code Ann. State Govt. Art. §12-101 *et seq.*, and relating to this action to the extent such claims relate to or concern the actions filed by Silva in Prince George's County Court, Case No. CAL 01-15155.

(a) **Filing of Notice of Dismissal.** Upon execution of this Agreement, Silva will file a Notice of Dismissal Without Prejudice in the Circuit Court of Prince George's County. Upon proof of payment of $29,999.99 by BSU Defendants no later than June 17, 2002, Silva will file a Notice of Dismissal With Prejudice in the Circuit Court of Prince George's County. A copy of this Notice will be faxed to Defendants' Counsel.

4. **Compromise:** Silva and the BSU Defendants acknowledge and agree that this Agreement is entered into in order to resolve disputed claims and to resolve in a fair and amicable manner all disputes between them, and that nothing contained herein or the performance by BSU of the promises and conditions contained herein shall be construed as admission of liability or improper conduct on the part of BSU and the Released Parties. Each side shall bear all its own costs and attorney's fees. BSU Defendants assure their compliance with the terms set forth in this Agreement.

5. **Entire Agreement:** Silva and the BSU Defendants further agree that this Agreement contains the entire agreement between the parties, that its terms are contractual and not a mere recital, and Silva represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement not set forth or described herein that

may have been made by any of the Released Parties or by any of their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

6. **Successors:** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

7. **Choice of Law:** This Agreement shall be construed in accordance with the laws of the State of Maryland.

8. **Modification:** No modification of this Agreement shall be effective unless it is in writing and signed by Silva and BSU.

In witness whereof, the parties hereto have executed this Agreement as of this 23rd day of April, 2002.

SIGNATURE PAGE FOLLOWS

WITNESSES:

_____ /s/
Lawrence K. Silva
4/23/02
Date

BOWIE STATE UNIVERSITY

_____ By: /s/
Dr. Calvin W. Lowe, President
4/23/02
Date

August 1, 2002

Dr. Lawrence Silva

Below are the classes you will be teaching for the Fall 2002 Semester:

HEALTH – HEED 102 LIFE AND HEALTH

101	3 hrs	Mon.	6:00 – 8:30 PM
102	3 hrs	Wed.	6:00 – 8:30 PM

PHYSICAL EDUCATION PHED 141 – WEIGHT TRAINING

001	1hr	MW	3:00 – 3:50 PM
002	1 hr	MW	4:00 – 4:50 PM

FIRST AID, CPR, SAFETY – PHED 210

001	3 hrs	T	9:00-11:30 AM

Miller and Obayashi Mediation, LLC

April 15, 2002

Dear Dr. Silva, Anne, and Sara:

I am sending a faxed copy of the new Settlement Agreement. This agreement seeks to allow Dr. Silva and the University to resume their relationship while putting their disputes behind them once and for all.

Dr. Lowe has agreed to eliminate the need for a psychological exam as part of this agreement in the belief that Dr. Silva truly wants to return to Bowie State. This is a gesture of mutual trust, respect, and desire to resume their professional relationship. He has asked that Dr. Silva have the opportunity to go over the proposed agreement with his attorney and, provided he is satisfied with the terms, to meet with him to finalize the agreement in a private meeting together. There would be no attorneys, mediators, or other representatives present. Dr. Lowe wants to welcome Dr. Silva back, and ensure that he and Dr. Silva have a good working relationship. An appointment can be made through his secretary, Mary Royster, at 301-860-3502. He is available anytime except Wednesday. Sara will be glad to help arrange a meeting time if you prefer.

The Settlement Agreement provides, according to Dr. Silva's request, for language that ensures that he will be treated as a regular faculty without any stigma from the past. It further provides for expungement of any negative records from his personnel file.

A specific provision is included for Dr. Silva's eligibility to achieve full professor status, yet, since there is no date set, the University has agreed to notify Dr. Silva as soon as a date is known.

As to Dr. Silva's request for compensation for his children's tuition, this was an early-negotiated point

when Sara was exploring ways to get more cash to settle the case. My notes indicate that it was last discussed in terms of making his children eligible for the tuition benefit as soon as he starts work, which, in fact, they will be. Dr. Lowe wants Dr. Silva to return to work as soon as it is practicable. The 30,000 cash is the total amount of new money that Dr. Silva will receive under this agreement.

Please keep in mind that it is extremely rare in such a case to have a result whereby Dr. Silva is invited make to work for the University. Dr. Lowe stands behind this positive solution, and hopes that Dr. Silva feels the same way.

Please consider this offer and respond with any comments to help complete the settlement agreement. If there are any further issues, I ask that you approach them in the spirit of collaboration and cooperation.

Dan

Dr. Lawrence K. Silva, Associate Professor
Department of Teaching, Learning & Professional Development
Bowie State University, Bowie, MD 20715

Sheila Hobson
Senior Director of Human Resources
Bowie State University, Bowie, MD 20715

Dr. Ms. Sheila:

Thank you for your two letters in fulfillment of the settlement agreement. There are still a number of misrepresentations in your communications. I would like them corrected before I come to your office to examine my personnel record.

The settlement agreement states inter alia:

1. That BSU will employ me as an Associate Professor in the Physical Education Department and not Assistant Professor as you addressed me.

2. That my employment status is Continuous tenured faculty.

3. That in calculating my retirement, I will be credited for the years of previous state service, that is 1990-2001.

4. That I will receive a letter signed by the BSU defendants welcoming me back upon my commencement of reemployment with the university. I had met with the President. That is okay with me.

5. That all negative records, in particular those created from 1197-2001 [sic] be expunged from my personnel file.

6. That I will be entitled to all benefits of the position, which include remission as set forth in the UMS Policies on tuition remission. As of Janu-

ary 24th, 2003, my son's tuition remission for last semester has not been sent. The HOD promised to fax that immediately.

7. That I will be eligible and will be considered for full Professor status in the next cycle of consideration (that is this year). It is expected that I be notified of the appropriate time.

These are, what can be gleaned from the settlement agreement we arrived at. Perhaps a copy of the settlement agreement should be in my personnel file. I will be willing to examine my personnel record when items 1-5 are incorporated into my personnel file.

Sincerely,
Lawrence K. Silva

CC: Dr. Calvin Lowe, President
Dr. George Miller III, Provost
Dr. Vernon Polite, Dean, School of Education
Dr. Lola Lacounte, HOD, Dept of TLPD
Sara Slaff, Office of the Attorney General

Bowie State University
Office of Human Resources

MEMORANDUM

TO: Dr. Lawrence Silva
Assistant Professor

FROM: Sheila Hobson, Senior Director of Human Resources

DATE: March 17, 2003

SUBJECT: Independent Medical Examination

Based on information you provided to Glenn Isaac, Equal Employment Opportunity Officer, in the course of his investigation or your EEO complaint, I have decided that an Independent Medical Examination is necessary. In making this decision, I have consulted with Dr. George Miller, Provost.

You are, therefore, scheduled to meet with Dr. Hung Cheung at 9:15 a.m. on Friday, March 14, 2003 at 1419 Knecht Avenue, Baltimore, Maryland. Please make arrangements to meet with the doctor.

Thanks for your attention to the matter.

Cc: Dr. George E. Miller, III Provost
Dr. Vernon Polite, Dean of the
School of Education
Dr. John Organ, Professor, Physical Education
Glenn Isaac, Equal Employment
Opportunity Officer